File No. 690

19 31.

Collection No. 6

Mysore Residency

Bangalore.

Pros. Serial Nos. 42,43,48,49,127-129,145-147,173/A,207.

Subject.

Agreement between the Secretary of State and the Municipal Commission regarding Bangalore Water Supply Scheme(sls.127-129).

Previous References.	Later References.

S. 97.—(Blue).

MFP—168S&P—(M-184)—11-8-34—60.000.

S.N. 42. Letter No. 1838/82/E.4, dated the 3rd August, 1932, from Headquarters, Madras District, Bangalore.

Rep (A) 1 Please see the agreements made between the Secretary of State and Municipal Commission, under which water is now supplied from the Hessarghatta tank for the use of the ------ Municipality, Civil and Military Station, Bangalore, subject to certain conditions. This agreement do not cover a supply of water from Thippagondanhalli scheme. The Military ------- Authorities therefore consider it advisable to enter into a new agreement with the Commission to meet such an eventuality to cover the supply of water to the Municipal Commission unti such time as the Military Authorities relinquish control of the distribution system.

2 If approved a copy of P.U.C. with enclosures may be sent to the President, Municipal Commission, with the request that the Resident may kindly be favoured with the views of the Municipal Commission in the matter.

Draft submitted for approval.

T. N. Thangavelu Mudaliar 8-8-1932

Secretary. 3

S.N. 43. Issued No. 5341, dated the 10th August, 1932.

(X)

Submitted.

Resident. 11.8

S.N.48.

Letter No. Gt. 54/32, dated the 15th August, 1932, from the President, Municipal Commission, Civil and Military Station, Bangalore.

Please see S.N. 42 and 43.

The information may be obtained from the Headquarters, Madras District. Draft submitted for approval.

T. N. Thangavelu
Mudaliar
18-8-1932

Secretary.

S.N.49

Issued No, 5557 dated the 22 nd August, 1932.

S.N.127 P.W.&T

Letter No. Gt. 8/32, dated the 1st February, 1933, from the President, Municipal Commission, Civil and Military ----- Station, Bangalore.

3

The existing arrangements for the supply of water to the Civil and Military Station, Bangalore, are covered by two ---- agreements-one dated the 17th February, 1897 between the ---- Secretary of State for India and the Mysore Government, ----- regulating the supply of water to the Station as a whole and the second dated the 1st February, 1897, between the -------- Secretary of State and the Municipal Commission of the ------ Station, regulating the sub-division of the water so supplied between the Military and the Municipal Commission.

* page 7 of Collection (A)

⊗ page 1 of Do.

4

For the "T" scheme also there should be two agreements as stated above. The draft of the agreement to be entered into between the Secretary of State and the Mysore Government has ~~already~~ been submitted to the Government of India for ratification.-vide S.N. 104. Now we have to submit a draft of the agreement to be entered into between the ------ Secretary of State and the Municipal Commission for the ---- approval of the Government of India in supersession of the existing one. In this connection please see also page 11 of the proceedings of the Conference held in the Residency office on the 21st October, 1932, in which the C.R.E. and the President, Municipal Commission, agreed to prepare a draft agreement.

* Slip (I)

§ page 1 of Collection (A)

* Slip "H".

5

The draft agreement submitted by the Military is not in proper form. The Commission should therefore ask their Legal Advisers to prepare a draft. Draft reply to the P.M.C. is submitted for approval.

(Enclosure 1)

T. N. Thangavelu Mudaliar
14-2-1933

Secretary.

2 Enclosure 6 S.N. 127 P.W.&T.

S.N. 128 P.U.C. II

6

But a letter has just been received from G.of I. about the second proposed agreement. How can the clerk note without bringing that letter on the file?

15/2/33

7

X S.N. 128 P.U.C. II

Please see para 2 of the memorandum No. F. 188-A/30, dated the 8th February, 1933, from the Government of India in the Foreign and Political Department, in which they state that they have no objection to the control of the distribution system being handed over to the Municipal Commission on the termination of the existing two agreements, subject to the provision of adequate safeguards in the new agreement between the Military and the Municipal Commission as to the quantity, pressure, quality and proportion of the water in the case of shortage to be supplied to the military areas and the charges to be made therefor. Action on this memorandum is being taken separately as this relates to the control of the distribution system and payment of Rs. 1 lakh from the Reserve Fund.

*File submitted today separately. (Cipher below)

The draft already submitted may now issue?

T. N. Thangavelu Mudaliar.

16-2-1933.

Secretary.

Lo. take action
16/2

S.N. ~~131~~ 128

Memorandum No. F. 133-A/30, dated the 8th February, 1933, from the Government of India in the Foreign and Political Department.

Please see S.N. 93, 119 and 120.

The Government of India state that they have no objection to the control of the distribution system being handed over to the Municipal Commission on the termination of the existing two agreements, subject to the provision of adequate safeguards in the new agreement. They also state that there is no objection to the assumption of a modified form of control by the Municipal Commission under the guidance of the ------ Military Authorities during the period intervening between the "T" scheme coming into operation and the final ratification of the new agreements.

In letter No. 7507, dated the 8th November, 1932, the Secretary to the Resident has informed the President, ------ Municipal Commission, as follows:-

"The Government of India have already been addressed on the subject of the handing over of the Reserve Fund ----- (Rs.1,38,000/-) and the Commission can rest assured that funds will be forthcoming for the meters when they are ---- required".

In letter No. 7543, dated the 9th November, 1932, the Hon'ble the Resident accordingly recommended to the Government of India the transfer to the Municipal Commission of the Reserve Fund of Rs. 1,38,000/-. In their telegram at S.N. 119 the Government of India have agreed to place a sum of Rs. one lakh at the disposal of the Municipal Commission. They state that the remaining amount of Rs. 38,000/- has been earmarked to meet approximately two thirds share of the expenditure amounting to Rs. 70,000/- on account of renewals and alterations to existing pipe-works for improving the flow to the Barrack area distribution system prior to ---- handing over control to the Municipal Commission.

The

(from para 3)

15

X PUC I para 3

The Commission consider that a draft of the agreement between Secy of State and Commission is premature. On the contrary it is overdue. If it could have been ready now there would have been no intervening period bewteen the arrival of the water and the assumption of control by the Commission. They were asked to get on with the draft in conjunction with the military in our letters dated 10th June 1932 and 7-12-1932. The Military have done their part and it remains for the Commission to submit the draft of the agreement.

X R. N. 86 Resp. (P) (R)

The draft that I now put up covers I think the whole ground.

One other thing must be done. We must ask G. of I to sanction 38,000 from our surplus revenues for the metres. They are prepared for such a contingency. We could not ask for it ~~xxxxxxx~~ so long as we thought we should get the whole of the reserve fund of 1 lakh 38 thousand.

(X) R. N 6 (Para 6) Resp. (R)

A special case will have to be made out on account of this late submission and this will be our strongest argument. We could not for a moment suppose that the whole of the reserve fund would not be forthcoming.

A draft on these lines will be submitted separately.

In regard to the general question of the T.scheme I am not sure that the time has not come for the Resident to have a talk with P.M.C. who still entertains fears which are groundless. The case is no longer complicated but has become simple as I think the draft now submitted indicates.

There is no delay. 21.2

One vex ed question only remains and that is the upkeep of H tank for two or more years. This is being dealt with separately and need not delay the main question of assumption of control by the Commission.

Resident

21 R. N. 129.

Issued No. 1367, dated the 22nd February, 1933.

S.N.145
P.W.S.I.

Telegram No.1838, dated the 6th March, 1933 from the Commander, Royal Engineers, Madras District to the Engineer in Chief, Army Head Quarters, Simla.

S.N.146
P.W.S II

Telegram No.302-, dated the 10th March, 1933 from the Engineer in Chief, Army Head Quarters, Simla to the Commander, Royal Engineers, Madras District, Bangalore.

S.N.147
P.W.S II

Telegram No.1838, dated the 11th March, 1933 to the Engineer-in-Chief, Army Head Quarters, Simla.

1

Place on main file and send to me in Coorg and mark immediate.

Id/- G.K.
13-3

Papers from Water Supply file were submitted to the Resident in another connection on 13th March, 1933.

P.W.S.I.

Please see S.N.145 in which the Commander, Royal Engineers has asked the Engineer in Chief whether agreement between the Secretary of State and Municipal Commission, Bangalore has been approved. In reply the Engineer in Chief states that water supply agreements are still under consideration and early decision is unlikely. He further directs that water for Army should not be taken from Municipal Commission under new scheme pending settlement of conditions of supply. In reply the Commander Royal Engineers points out that the scheme for taking supply from Municipal Commission and for handing over control of water distribution to them will not come into operation until completion of Military overhead reservoirs i.e., April 15th and that water may be taken from Mysore Government new source at Thippagondanhalli on the 16th March, 1933. He further adds that refusal to take water from Thippogondanhalli

S.N 146
P.W.S II

S.N 147
P.W.S II

and

I have kept the note prepared by Office on the subject of the water supply of the C & M Stations.

A reminder should be issued to our letter No. 1367/S of 22.2.33, to the Municipal Commn. Flag G.

15/5/33.

15/5

15/5

2.4.129

Draft reminder to the President, Municipal Commission, is submitted for approval.

T. N. Thangavelu
Mudaliar.
15-5-1933.

15/5

Supdt.

Reminder.
Slip "M".

Issued No. 3698, dated the 15th May, 1933.

..N.207
P.U.C.

Memorandum No.1838/295/E.4., dated the 15th September 1933, from Headquarters, Madras District, Bangalore.

---------- X

Please see para 45 of the notes.

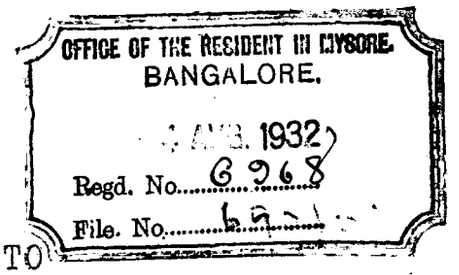
The amendment suggested in the p.u.c. has already been made in the copy of the Draft Agreement forwarded to the Government of India with our letter at D.O.N.200.

The P.U.C. may be filed.

T. N. Thangavelu Mudaliar
30-9-1933.

*Please see Clause 16, line 3 on page 9 of the Draft Agreement.

Water Supplies. 1. 318



No. 1838|82|E4
Headquarters, Madras District.
Bangalore, 3rd August 1932.

3rd Local

TO

THE SECRETARY,
TO THE HON'BLE THE RESIDENT IN MYSORE,
BANGALORE.

Bangalore Water Supply.

Sir,

S.N.35. 1. In continuation of my letter No.9251/62/Q., dated 24th June 1932, I have the honour to bring to your notice that there is a probability that the supply of water from Thippagondanhalli will be available before the Military authorities are in a position to hand over the distribution system to the control of the C.& M. Station, should such a transfer be sanctioned by the G. of I.

2. The agreements made between the Secretary of State and the Municipal Commission dated February 1st, 1897, 19th December 1901 and 6th June 1912 do not cover a supply of water from Thippagondanhalli. Further, the G. of I. has agreed in their memorandum
S.N.6. No.F.188-A/30 dated 29th December 1931 that the Military authorities should only pay for the water actually consumed by them, when the present agreements terminate.

3. It seems therefore advisable to enter into an agreement to meet such an eventuality, to cover the supply of water to the Municipal Commission until such time as the Military authorities relinquish control of the distribution system.

4...

4. A draft agreement has been prepared, and is sent herewith. This will have to be approved by the Government of India, Army Department. Before it is submitted to Higher Military Authority, I should be glad if you would obtain the views of the Municipal Commission.

I have the honour to be,

Sir,

Your obedient servant,

C. R. Newman

Major-General,

Commander, Madras District.

Enc:
1 draft agreement
1 Plan.

GA.29

BANGALORE WATER SUPPLY.

Memorandum of Agreement made this day of between the Secretary of State for India in Council (hereinafter referred to as the Secretary of State which term shall include the Secretary of State party hereto his successors in office and assigns) of the one part and G.H.Cooke Esq I.C.S., President, and

1.

2.

3.

4.

5.

the present Municipal Commissioners of the Civil & Military Station of Bangalore (hereinafter referred to as the said Commissioners which term shall include the said Commissioners parties hereto their successors in office and assigns) of the other part.

Whereas by reason that the supply of water for the Civil and Military Station, Bangalore will in future be taken from the water supply system of H.H. The Maharajah of Mysore at Thippagondanhalli it becomes necessary to terminate the agreements between the Secretary of State and the said Commissioners made on February 1st, 1897 and June 6th, 1912 and whereas the Secretary of State has agreed to furnish a supply of water from the Maharajah's system for the use of the Municipality of the Civil & Military Station, Bangalore upon the terms and subject to the conditions hereinafter expressed. Now these presents witness that it is hereby mutually agreed between the parties hereto as follows:-

1. The maintenance, management, and control of the distributio system as originally provided by the Secretary of State in 1897 shall be entirely entrusted to the officers of the Government of India duly authorised in that behalf.

2. In consideration of the payment by the said Commissioners to the Secretary of State of the sums provided under Clause 3 hereof the Secretary of State shall provide and continue to provide the said Commissioners with a supply of water as required subject

nevertheless

nevertheless to the conditions hereinafter contained in Clause

3. In consideration of the water supply referred to in Clause 2 hereof the said Commissioners shall pay monthly to the Secretary of State the following charges:-

(a) A share of the cost of filtered water delivered into the H.G. Reservoir whether such supply is obtained from Thippagondanhalli, Hesserghatta or Yelamallappa Chetti tanks.

(b) A share of the total working expenses incurred in distributing water from the H.G.Reservoir through the system referred to in Clause 1 hereof.

(c) A share of the estimated average monthly cost of maintaining the said distribution system.

(d) A share of the charges incurred by the Secretary of State for keeping the supply system based on Chamarajendra and Yellamallappa Tanks ready at all times supply water to the H.G.Reservoir.

For the purposes of this agreement the share to be paid in (a), (b), (c) and (d) above shall be calculated as follows:-

The quantity of water consumed in the military areas shown on the plan attached shall be calculated by metering and/or assessment as agreed upon. This quantity shall then be subtracted from the total quantity of water delivered into the H.G. Reservoir as measured by the Venturi Meter at the inlet, and the difference shall be the total quantity consumed by the Municipal Commission.

The share to be paid by the Municipal Commission will be quotient obtained by dividing the quantity consumed by the Commission by the total quantity received into the H.G.Reservoir

For the purposes of this agreement the estimated average monthly cost of maintaining the distribution system referred to in (c) above shall be calculated as 1/12th of the amount made up as follows:-

(a) Two and half per cent on the cost of pipes.

(b) Two per cent on the cost of buildings and works, other than pipes or machinery, including the Chloronome and Reservoir.

4. Should the available supply from any of the sources before mentioned fall short of the maximum requirements of both parties the disposal of the actual quantity available will the proportion of the consumption of both parties for the preceding month.

DEPARTMENT.

BRANCH.

File No: 690 / 1931

Serial No:

Draft Letter / ~~Memorandum~~ / ~~Telegram~~

No. 5341 Dated 10th Aug. 1932

Class for telegrams

Ordinary	
Express	
Urgent*	*Only for Foreign Telegrams.
Priority	
Clear Line†	†Not for Foreign Telegrams.

To be issued on	Issued on
1st Reminder	
2nd Reminder	
3rd Reminder	
Heading :	
Case or Diary No.	
If post copy of telegram required	
Date of despatch of above	
List of enclosures	

(~~Code word for telegrams.~~)

Return requested.

To

The President, Municipal Commission,
Civil and Military Station,
Bangalore.

Subject:- Bangalore Water Supply.

Sir,

In continuation of my letter No. 5036 dated the 29th July, 1932, I am directed to forward a copy of a letter No. 1838/82/E.4. dated the 3rd August, 1932, with enclosures from Headquarters, Madras District, regarding the supply of water from Thippagondanhalli scheme, and to request that the Hon'ble the Resident may kindly be favoured with the views of the Municipal Commission in the matter.

2. The favour of an ~~early~~ reply is requested.

I have etc.,

Secretary to the Resident.

T. N. Thangavelu Mudaliar
8-8-1932

S. 5.
MG(PC—S1—325 (CPS) DGF—(G-1432)—24-4-31—50,000 Pads.

48. 2,000—16—7—1931.

No. Gt. 54/32. 1618

CIVIL AND MILITARY STATION, BANGALORE.
MUNICIPAL OFFICE.
DATED 15th August 1932.

From

G. H. COOKE, ESQ., M. C., I. C. S.,
President, Municipal Commission,
C. & M. Station, BANGALORE.

To

Th Secretary to the Hon'ble the Resident in Mysore,
BANGALORE.

Indexed already

SIR,

OFFICE OF THE RESIDENT IN MYSORE.
BANGALORE.
17 AUG. 1932
Regd. No. 1330
File. No. 690/1931.

BANGALORE WATER SUPPLY.

S.N.43.
Collection at Desp (M)

With reference to your letter No.5341/690-1931, dated the 10th August 1932, I have the honour to request you kindly to let me know if it is possible for the Military Authorities to furnish me with an estimate as to the amount of the ~~the~~ The monthly charges that the Commission will have to bear under the proposed agreement.

A very early reply will be much appreciated.

I have the honour to be,
Sir,
Your most obedient servant,

Narendran

DIW.
15/8/32

~~for~~ PRESIDENT, M. C.

49

File No. 690/1931

Serial No.

DEPARTMENT.

BRANCH.

Draft Letter / Memorandum / Telegram

No. 5557 Dated 22nd Aug. 1932

Class for telegrams: Ordinary / Express / Urgent* / Priority / Clear Line† — *Only for Foreign Telegrams. †Not for Foreign Telegrams.

To be issued on | Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading:

Case or Diary No.

If post copy of telegram required

Date of despatch of above

List of enclosures

S.N. 47 at 2.0.M.

(~~Code word for telegrams.~~)

S.N.48.

To

Headquarters,

Madras District, Bangalore.

Subject:- Bangalore Water Supply.

Sir,

With reference to your letter No. 1838/82/E.4., dated the 3rd August, 1932, I am directed to forward a copy of a ---- letter No. Gt. 54/32, dated the 15th ---- August, 1932, from the President, ----- Municipal Commission, Civil and Military Station, Bangalore, and to request that the information asked for may kindly be furnished to this Residency at a very early date.

I have etc.,

Secretary to the Resident.

T. N. Thangavelu Mudaliar 18-8-1932

Encd CPS 2018/32

S. 5.

MG(PC—S1—325 (CPS) DOF—(G-1432)—24-4-31—50,000 Pads.

Bangalore Water Supply.

Memorandum of Agreement made this day of between the Secretary of State for India in Council (hereinafter referred to as the Consumer which term shall include the Secretary of State party hereto, his successors in office and assigns) of the one part and G. H. Cooke, Esq., M.C., I.C.S., President, and

the present Municipal Commissioners of the C. & M. Station of Bangalore (hereinafter referred to as the Supplier which term shall include the said Commissioners parties hereto their successors in office and assigns) of the other part.

Whereas by reason that the Government of India have agreed that the said Commissioners shall assume responsibility for the distribution of water throughout the said C. & M. Station Bangalore and whereas the said Commissioners have agreed to furnish a supply of water for the use of the occupants of all Military buildings, whether owned, leased, appropriated or hired in the C. & M. Station, Bangalore, now these presents witness that it is hereby mutually agreed between the parties hereto as follows:-

1. The supplier shall supply either in bulk or distributed as herein after indicated filtered water suitable for drinking purposes conforming to the minimum bacteriological standard - absence of Lactose Fermenters in 50 c c and downwards and to the chemical standard - total solids not exceeding 40 parts per 1,00,000. If the purity of the water delivered by the Mysore Government to the supplier falls below this standard, the supplier shall chlorinate the water at the High Ground Reservoir as may be necessary and shall take all steps within their power to ensure that the water delivered by the Mysore Government is brought up to the above mentioned standard.

Barracks area reservoir enters the Supply Depot.

Point C.

At the point where the 6" supply main to the Cornwallis Barracks area reservoir enters the Military Area.

Point D.

At the Meanee Lines pump house in Knoxpet.

Point E.

At the point in Cavalry road where the 4" supply main to Assaye Lines takes off.

The supply shall be governed by the following conditions:

At Point A. -

42,000 gallons per day of 24 hours with a residual head of not less than 50 feet.

At Point B. -

50,000 gallons per day of 24 hours with a residual head of not less than 55 feet.

At Point C. -

1,00,000 gallons per day of 24 hours with a residual head of not less than 30 feet.

At Point D. -

40,000 gallons per day of 24 hours with a residual head of not less than 7 feet.

At Point E. -

25,000 gallons per day of 24 hours with a residual head of not less than 40 feet.

Distributed Supply.

A distributed supply continuous by day and by night (in such quantity as may be required) shall be given to such buildings within the C. & M. Station as shall be notified to the President, Municipal Commission, by the G. E. Bangalore, from time to time.

to the following proviso:-

If the total quantity of water both in bulk and distributed consumed in any one month be less than a quantity equal 1,80,000 gallons multiplied by the number of days in the said month the consumer shall, subject to the provisions of clause 2 pay to the supplier an additional sum for the difference of quantity at the rate in force under clause 10 (a) (i) above.

12. This agreement shall continue in force for a period of 5 years from the date of its commencement and if not terminated on the expiration of the said period of 5 years, it shall remain in force thereafter from year to year until it shall be determined at any time by either party giving to the other party three calendar months' notice in writing by registered post of their desire to determine it. If either party desire to terminate this agreement at the expiration of the said period of 5 years notice of such desire shall be given at least 3 calendar months before the expiration of the said period of 5 years.

13. Should any difference arise between the parties hereto (the settlement of which is not hereinbefore otherwise provided for) as to the interpretation of any of the provisions of this agreement or anything otherwise howsoever arising hereunder, such difference shall be referred to the arbitration of an arbitrator to be agreed upon by the parties hereto and in default of agreement, to an arbitrator to be appointed by the Hon'ble the Resident in Mysore, and the decision of such arbitrator shall be final and the terms of the Indian Arbitration Act for the time being in force shall apply to any such reference.

MVL.
1/2/33

From - The Under Secretary to the Government of India
in the Foreign and Political Department,

To - The Hon'ble the Resident in Mysore.

OFFICE OF THE RESIDENT IN MYSORE.
BANGALORE.
14 FEB. 1933
Regd. No. 1554
File. No. ...

Memorandum No.F.188-A/30.
Dated New Delhi the 8th February 1933.

Bangalore new water supply scheme.

Reference correspondence resting with Foreign and Political Department telegram No.68-A dated the 18th January 1933.

2. The existing arrangements for the supply of water to the Civil and Military Station, Bangalore, are covered by two agreements-one dated 17th February 1897 between the Secretary of State for India and the Mysore Government, regulating the supply of water to the station as a whole, and the second dated the 1st February 1897 between the Secretary of State and the Municipal Commission of the Station, regulating the sub-division of the water so supplied between the Military and the Municipal Commission. The Government of India have no objection to the control of the distribution system being handed over to the Municipal Commission on the termination of the two agreements mentioned above, subject to the provision of adequate safeguards in the new agreement between the Military and the Municipal Commission as to the quantity, pressure, quality and proportion of the water in the case of shortage to be supplied to the military areas and the charges to be made therefor. Subject, however, to mutual concurrence between the local representatives of the Military and the Municipal Commission as to the main principles to be included in the two agreements (now under scrutiny) which will govern the supply in the future, there is no objection to the assumption of a

modified...

129

DRAFT.

VERY URGENT.

No. 1367/Misc. 1
Dt 22-2-1933.

From

The Secretary to the Resident.

To

The President, Municipal Commission
Civil & Military Station,
Bangalore.

BANGALORE NEW WATER SUPPLY SCHEME.

Sir,

With reference to the correspondence noted on the margin* I am directed to inform you that the existing arrangements for the supply of water to the Civil and Military Station, Bangalore, are covered by two agreements - one dated the 17th February, 1897, between the Secretary of State for India and the Mysore Government regulating the supply of water to the Station as a whole, and the second dated the 1st February, 1897, between the Secretary of State and the Municipal Commission of the Station, regulating the sub-division of the water so supplied between the Military and the Municipal Commission

With

* Letter from this office No. 469/690-1931, dated the 20th January, 1933, to Headquarters, Madras District, Bangalore, and President, Municipal Commission, Civil & Military Station, Bangalore.
S.N. 120 - K
Letter No. G.T.8/32, dated the 1st February, 1933, from the President, Municipal Commission.
S.N. 127 - P;U.C.I.

therefor. The Government of India, however, state that, subject to mutual concurrence between the local representatives of the Military and the Municipal Commission as to the main principles to be included in the proposed agreements which will govern the supply in the future, there is no objection to the assumption of of a modified form of control by the Municipal Commission under the guidance of the military authorities during the period intervening between the "T" scheme coming into operation and the final ratification of the new agreements.

I am therefore to request that the Municipal Commission will kindly prepare in consultation with their legal advisers a draft of the agreement to be entered into between the Secretary of State and the Commission in supersession of the existing agreement of 31st February, 1897. The conditions set forth in the draft agreement forwarded by the Commander Royal Engineers, Madras District, a copy of

of which was enclosed with your letter under reference should be embodied in the proposed agreement. As soon as the Agreement has been prepared and formally approved by the Municipal Commission and the Local Military Authorities and has been passed by the Hon'ble the Resident, it will be submitted to the Government of India, for ratification.

3. As regards the amount now held in the Reserve Fund of the water works, the Government of India have, in their telegram No.68-A,* dated the 18th January 1933, already agreed to place a sum of rupees one lakh at the disposal of the Municipal Commission. ~~The balance of the Reserve Fund which amounts to Rs.38,000 will be met by a grant~~ from the surplus revenues of the Assigned Tract in fulfilment of the assurance given in my letter No. 7507/690-1931, dated the 8th November, 1932. Before, however, the Government of India are addressed to accord their consent to this grant details of

*Copy forwarded with my letter No.469, dated the 20th January, 1933.

S.N.119
J

S.N.120
K

As regards the balance of Rs.38,000 the fund of the water works will be placed at the disposal of the Municipal Commission a grant-in-aid of Rs.38,000

S.N.92
L

I

Wireless Telegram

To Engchief

Simla

From Comenger Bangalore

6-3-1933

1838

Southcom	Poona	4234/56/E.4	January	thirtieth
to	Q.M.G.	aaa	Wire	if
agreement	between	Secretary	of	State
and	Municipal	Commission	Bangalore	approved
as	regular	supply	water	for
civil	and	Military	station	from
new	scheme	commences	from	March
sixteenth	1933			

Sd/. G.L.Baker

Capt.R.E.,

for C.R.E.Madras Dist

Copy to:-

C.E.S.C.Poona.

G.E.Bangalore

For information.

II

146

Copy of Wireless Message No.302-E, dated 10th March 1933, from Engchief, Simla, to Comenger, Bangalore.

X

Your 1838 March sixth water supply agreements still under consideration ~~certain~~ several debatable points early ~~decision~~ unlikely aaa Water for Army not to be taken from Municipal Commission under new scheme pending settlement conditions of supply aaa meanwhile existing supply to continue and military mains not to be handed over aaa Addressed comenger repeated Chiefenger Poona

---

III

147

Wireless Telegram

To Engchief

Simla

From Comenger Bangalore

1838 11-3-1933

S.N 146 Your 302-E March tenth not
P.W.C II quite clear aaa Scheme for
taking supply from Municipal Commission
and for handing over control
of water distribution to them
will not come into operation
until completion of Military overhead
reservoirs approximate date April fifteenth
aaa presume this is the
scheme debarred by your telegram

and that water may be
taken from Mysore Government new
source at Thippagondanhalli on
March sixteenth when the new
water works are to be
opened by H. H. the Maharajah
aaa to refuse to take
water from Thippagondanhalli and
insist on Mysore Durbar continuing
to operate present Hesserghatta system

likely to cause serious complications
with Mysore Government aaa Please
wire whether water may be
taken from Thippegondanhalli on
March sixteenth pending settlement of
agreements

F. M. Hext.
Capt.R.E.,
for C.R.E.Madras Dt.

P.C. 2,000—16-7—1931.

No. G.T. 59/33

CIVIL AND MILITARY STATION, BANGALORE.
MUNICIPAL OFFICE.
DATED 18th May 1933.

From

G. H. COOKE, ESQ., M. C., I. C. S.,
President, Municipal Commission,
C. & M. Station, BANGALORE.

To

The Secretary to the Hon'ble the Resident
in Mysore,
BANGALORE.

OFFICE OF THE RESIDENT IN MYSORE
BANGALORE.
22 MAY 1933
Regd. No. 4586
File No. 690/31

SIR,

Subject:-Draft Agreement - Bangalore New Water Supply Scheme.

With reference to your letter No.8698/690-1931, dated the 15th May 1933, on the above subject, I have the honour to forward, herewith, a copy of the draft agreement prepared on the lines suggested in para 2 of your letter No.1367 dated the 22nd February 1933, together with a copy of letter No.1838/213/E.4 dated the 13th May 1933 from the Commander, Royal Engineers, Madras District, to whom a copy of the draft was sent on the 21st April 1933 for his remarks from the Military point of view. The draft will be placed before the Municipal Commission after the receipt of the draft referred to in the Commander, Royal Engineers' letter.

I have the honour to be,

Sir,

Your most obedient servant,

For PRESIDENT, M. C.

DIW.

Enc I

BANGALORE NEW WATER SUPPLY AGREEMENT.

MEMORANDUM OF AGREEMENT made this day of between the Secretary of State for India in Council (hereinafter referred to as the Supplier which term shall include the Secretary of State party hereto, his successors in office and assigns) of the one part and the Municipal Commission of the Civil and Military Station of Bangalore, represented by G. H. Cooke, Esq., M.C., I.C.S., President, and

the present Municipal Commissioners for the Civil and Military Station of Bangalore (hereinafter referred to as the Distributor which term shall include the said Commissioners parties hereto, their successors in office and assigns) of the other part.

Whereas under an agreement dated the 1st day of February 1897 as modified by subsequent agreements between the Secretary of State for India in Council and the President, and Municipal Commissioners for the Civil and Military Station of Bangalore, it was agreed that the Secretary of State should provide a supply of water for the use of the Municipality of the Civil and Military Station of Bangalore from the Chamarajendra Reservoir, on certain terms and conditions more fully set out in the said agreement and its modifications;

And Whereas the Supply of water from the Chamarajendra Reservoir has been found to be inadequate to meet the requirements of the City and the Civil and Military Station of Bangalore in recent years:-

And Whereas under an agreement dated the between the Secretary of State for India in Council and the Maharaja of Mysore, the Maharaja has agreed to supply from the new reservoir constructed across the Arkavati river below its confluence with the Kumudvati on the Magadi Road, near the village of Thippagondanhalli all such quantity of filtered water at the High Ground Storage that the Civil and Military Station may require subject

to a maximum of 2½ million gallons per day for the present, on certain terms and conditions more fully set out in the said agreement;

And Whereas as the Secretary of State for India in Council has agreed and doth hereby agree to supply to the Municipal Commission, Civil and Military Station of Bangalore, the water delivered to him at the High Ground Storage by the Maharaja of Mysore and to give them the full benefit of the above agreement and any modifications that may, hereinafter be made in it, subject to the conditions relating to the supply of water to the Military as hereinafter provided;

And Whereas the Secretary of State for India in Council has agreed and doth hereby agree to transfer the control of the distribution of water at the High Ground Storage to the said Municipal Commissioners and whereas the said Municipal Commissioners have agreed to assume the responsibility for the distribution throughout the said Civil and Military Station of Bangalore from the date of the commencement of the supply of water from the new reservoir.

Now These Presents Witness, and it is mutually agreed between the parties hereto as follows:-

1. In consideration of the Secretary of State supplying water to the Municipal Commission, the latter shall pay to the former or as he shall direct for the water supplied to the Station calculated and determined on the basis of the average daily issue of water for each month as measured by the meter fixed at the High Ground Reservoir at the rates specified in the agreement between the Supplier and the Maharaja of Mysore, that is to say -

For all water up to		2,000,000	gallons per day of 24 hours at	7.65 annas for every 1,000 gallons.	
Above	2,000,000	up to 2,100,000	-do-	7.60	-do-
"	2,100,000	" " 2,200,000	-do-	7.55	-do-
"	2,200,000	" " 2,300,000	-do-	7.50	-do-
"	2,300,000	" " 2,400,000	-do-	7.45	-do-
"	2,400,000	" " 2,500,000	-do-	7.38	-do-

And for all water above 2,500,000 gallons per day at such rates as may hereafter be mutually agreed upon by the parties hereto.

Provided always that the Distributor shall pay for a minimum daily average of 2,000,000 gallons per day at the rate of 7.65 annas per 1,000 gallons.

7. The supply to the Military authorities shall be partly in bulk and partly distributed as detailed hereinafter:-

Bulk Supply.

Bulk Supply shall be delivered at suitable taking over points marked A, B, C, D and E on the plan annexed hereto and situated as follows:-

Point A.

At the point where the 6" supply main to the Clive Lines reservoir takes off the Hosur Road main.

Point B.

At the point where the 5" supply main to the Baird Barracks area reservoir enters the Supply Depot.

Point C.

At the point where the 6" supply main to the Cornwallis Barracks area reservoir enters the Military area.

Point D.

At the Meanee Lines Pump House in Knoxpet.

Point E.

At the point in Cavalry Road where the 4" supply main to Assaye Lines takes off.

The supply shall be governed by the following conditions:-

At Point A.

42,000 gallons per day of 24 hours with a residual head of not less than 50 feet.

At Point B.

50,000 gallons per day of 24 hours with a residual head of not less than 55 feet.

At Point C.

1,00,000 gallons per day of 24 hours with a residual head of not less than 30 feet.

At Point D.

40,000 gallons per day of 24 hours with a residual head of not less than 7 feet.

At Point E.

25,000 gallons per day of 24 hours with a residual head of not less than 40 feet.

Distributed Supply.

A Distributed Supply continuous by day and by night (in such

quantity as may be required) shall be given to such buildings within the Civil and Military Station as shall be notified to the President, Municipal Commission by the Garrison Engineer, Bangalore, from time to time.

8. The quantity of water delivered in bulk shall be measured by suitable meters fixed in a manner mutually agreed upon at each taking over point.

9. The said meters shall be furnished, fixed and maintained in proper order and condition by the Military authorities at their own cost.

10. The said meters shall be read by responsible officials representing the Municipal Commission and the Military authorities on a date and at a time to be mutually agreed upon and the Military authorities shall pay monthly to the Distributor for all water actually consumed as recorded by the said meters within 21 days of the presentation of the bill therefor.

11. If either party disputes the accuracy of any readings obtained under the preceding clause then the meter of which the accuracy is disputed shall be tested. The meter so tested shall be deemed to be correct if as a result of such test the meter is found to be accurate within 2 per cent. The cost of such test shall be borne by the party at fault. If a meter ceases to register, the consumption during the period until the meter is repaired or replaced shall be assessed by mutual agreement.

12. The Military authorities shall pay for the water supplied under the provisions of this agreement at the following rates:-

(a) For bulk supply:-

At the rate of 12 annas per 1,000 gallons.

(b) For distributed supply:-

At such rates and charges as may be imposed generally in the Civil and Military Station by the Municipal Commission under the powers of Section 43 of the Bangalore Municipal Act of 1897.

13. The sum paid under clause 12 above shall be subject to the following proviso:-

If the total quantity of water in bulk consumed in any one month be less than a quantity equal to 1,80,000 gallons multiplied by the number of days in the said month, the Military authorities shall, subject to the provisions of clause 4, pay to the Distributor an

additional sum for the difference of quantity at the rate in force under clause 12 (a) above.

14. This agreement so far as it relates to the distribution of water to the Military by the Municipal Commission shall continue in force for a period of 5 years from the date of its commencement and if not terminated on the expiration of the said period of 5 years, it shall remain in force thereafter from year to year until it shall be determined at any time by either party giving to the other party three calendar months' notice in writing by registered post of their desire to determine it. If either party desires to terminate this agreement at the expiration of the said period of 5 years notice of such desire shall be given at least 3 calendar months before the expiration of the said period of 5 years.

15. This agreement shall come into effect from the date on which water is supplied continuously for beneficial use at the High Ground Reservoir from the new reservoir at Thippagondanhalli and from such date, the agreement dated the 1st February 1897 ceases to be operative.

16. Should any difference arise between the parties hereto (the settlement of which is not hereinbefore otherwise provided for) as to the interpretation of any of the provisions of this agreement or anything otherwise howsoever arising hereunder, such difference shall be referred to the arbitration of an arbitrator to be agreed upon by the parties hereto and in default of agreement, to an arbitrator to be appointed by the Hon'ble the Resident in Mysore; and the decision of such arbitrator shall be final and the terms of the Indian Arbitration Act for the time being in force shall apply to any such reference.

'C o p y'.

1902

DIW.

Enc II

Copy of letter No.1838/213/E.4 dated the 13th May 1933 from the Commander, Royal Engineers, Madras District, Bangalore, to the President, Municipal Commission, Civil and Military Station, Bangalore.

Bangalore New Water Supply Agreement.

In reply to your No.Gt.8/32 dated 21-4-1933, the position as regards an agreement between Municipal Commission and Military is as follows:-

A draft agreement was prepared by me in December 1932, and sent to you for remarks.

Your agreed to it generally, with the exception of one or two clauses.

The draft agreement, together with your comments, was forwarded tp Headquarters, Southern Command, for transmission to Army Headquarter on 21-12-1932.

In February 1933, apart from the actual text of this agreement, the Municipal Commission objected that the scope of it was not wide enough, in that it did not make clear that the Municipal Commission were actually in a position to act as suppliers.

On instructions from the Resident, your prepared another agreement, with a wider scope - the one of which you have just sent me a copy.

Meanwhile, my draft agreement is now at A.H.Q., and it is expected that it will shortly be approved there, with certain alterations.

This approval is at present delayed, as your views on the question of the distribution mains being owned by the Government, but loaned to the Municipal Commission are awaited.

In due course, this agreement will be returned to me from A.H. as finally approved by them, for acceptance by you.

If in this final form, it is unacceptable to you, I suggest that the best procedure would be for you to send all your objections, both on particular details and on the general scope of the agreement, to t Resident, for transmission to the Government of India.

I will at the same time forward a copy of your objections, to H.Q.S.C., for transmission to A.H.Q.

Government of India will then be in possession of the views o both parties, Military and Municipal Commission; and will be in a

(P.T.O..

position to give a final decision.

I think therefore that no good purpose would be served by my commenting on your draft agreement now. My comments would have to be forwarded to A.H.Q., and would I think only confuse the issue.

DIW.

Water Supplies.

No.1838/295/E.4.,
Headquarters, Madras District,
Bangalore, 15th Septr: 1933.

TO

HEADQUARTERS,
SOUTHERN COMMAND, POONA.

Water Supply - Bangalore.

Will you please make the following amendment to the draft agreement betwwen the Secretary of State and the Municipal Commission, Bangalore forwarded with my No.1838/283/E.4., dated 8th August 1933 :-

Clause 16, line 5.-

For "water supplied in bulk and consumed"
read "bulk supply, water consumed"

H. N. KERMACK.
Major
for Major-General,
Commander, Madras District.

Copy forwarded for information, to :-

The Secretary to the Hon'ble The Resident in Mysore, Bangalore.

The President, Municipal Commission, C & M.Stn: Bangalore.

The Garrison Engineer, ~~Madras~~ Bangalore.

20/9/33
Captain R.E.,
for C.R.E., Madras Dt.